

WORK DONATION LICENSE (“LICENSE AGREEMENT”)

Thank you very much for your voluntary contribution of a digital or film photograph or video to the City of Miami Springs (the “City”). Your contribution will help the city to promote itself and to share the experience of living in Miami Springs with all of its citizens. In consideration for your generous contribution, you will be listed on our MIAMI SPRINGS CONTRIBUTORS web site located at <http://www.miamisprings-fl.gov/community/miami-springs-photo-contributions>. This web site is intended to show our gratitude to you and to let your fellow citizens know of your generosity. For legal purposes, the following is the license that you grant through your donation. This language is necessary since the City receives donations from many people and needs to avoid any misunderstandings.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the parties agree as follows:

1. Work. The term “Work” herein shall mean all digital or film photographs or videos given by you to the City
2. Term. The term of the License granted herein shall be in perpetuity as long as the City is in existence as a municipal entity and for the full length of existence of the copyrights in the Work and all extensions to such length of existence which might be granted in the future.
3. Territory. The scope of the license granted herein shall be worldwide, including all political entities and geographic regions.
4. License. In exchange for your name being listed on the MIAMI SPRINGS CONTRIBUTORS web site (the “Listing”) and other good and valuable consideration, the receipt and sufficiency of which Licensor (as identified on the Work Donation Receipt) and City hereby acknowledge, Licensor hereby grants City a nonexclusive, nontransferable, irrevocable, royalty-free, worldwide license (the "License") for the Term, in the Territory, to all rights and copyrights to the Works including but not limited to the right to use or not use, exploit, publish, display, reproduce, re-use, reprint, alter, transform, distribute, recast, reproduce in other mediums and in any form now known or later developed, modify, edit or change the Works as it sees fit, with any content and for any purpose. You understand that you are not promised the Listing for any specific period of time or in any specific format. The fact that the Listing is removed at any time for any reason or is unavailable for any period of time will have no impact on this License and will not give rise to any enforceable rights.
5. Ownership of Works. Licensor warrants that it owns the Works, that the Works do not infringe the rights of third parties and that Licensor has the authority to grant the License.
6. Indemnification. The Licensor shall indemnify and hold the City (and its managers, employees and agents) harmless from any claim, loss, liability, damage or expense (including reasonable attorneys' fees and costs), including all costs of litigation or arbitration through trial, post-trial proceedings and any subsequent appeals, arising out of any claim, lawsuit or demand which is inconsistent with any of the warranties and representations in section 5. City shall give Licensor prompt notice of any claims giving rise to an indemnification obligation under this section. City will cooperate with Licensor to resolve any indemnified claims, including, by surrendering and ceasing use of the Works at issue.

7. Form of Use. City may use the Works in any manner that it chooses.
8. Attribution. City need not attribute authorship of the Works when using them. However, if City does attribute authorship it will identify Licensor as the author.
9. Termination of License by Licensor. The License is irrevocable and may not be terminated by Licensor except in the instance that City tries to assign its rights in the Works to a third party. In such an event Licensor will contact City and provide it with written notice of breach. City will have 15 days to cure. If City fails to cancel the assignment or if City executes the assignment, the License will be deemed terminated.
10. Royalties. The City shall pay **no** royalty for use of the Works and copyrights as set forth in this License.
11. Jurisdiction and Venue. Any dispute regarding the terms of this License Agreement or its enforcement will be brought before the federal or state courts located in Miami-Dade County, Florida. This License Agreement will be interpreted pursuant to Florida law.
12. Attorneys fees and Costs. In any dispute for breach or enforcement of this License Agreement the prevailing party will be entitled to an award of attorneys' fees and costs incurred in the litigation and any related appeal or collateral proceeding.
13. Recitals. The Recitals of this License Agreement are made a part hereof.